

Patrick A. Swindell (SBN 19587450)
SWINDELL LAW FIRM
106 SW 7th Ave.
Amarillo, TX 79101
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E-mail: pat@swindellandassociates.com

**PROPOSED ATTORNEYS FOR KRISU HOSPITALITY, LLC
DEBTOR AND DEBTOR IN POSSESSION**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
AMARILLO DIVISION**

IN RE:	§	
	§	Case No. 19-20347
KRISU HOSPITALITY, LLC ,	§	(Chapter 11)
	§	
Debtor.	§	EXPEDITED HEARING REQUESTED
	§	

MOTION TO USE CASH COLLATERAL

TO THE HONORABLE ROBERT L. JONES, U.S. BANKRUPTCY JUDGE:

Krisu Hospitality, LLC the debtor and debtor in possession (“Krisu” or the “Debtor”), file this *Motion to Use Cash Collateral* (the “Motion to Use Cash Collateral”) and in support thereof would show the Court the following.

INTRODUCTION

1. This motion seeks interim authorization to use cash collateral from November 4, 2019 through and until December 15, 2019 and final authorization to use cash collateral from December 15, 2019 through and until February 29, 2020, without prejudice to subsequent extensions.

2. Krisu constructed, and owns and operates, the LaQuinta Inn & Suites Hotel in Pampa, Texas.

JURISDICTION AND VENUE

3. The Court has jurisdiction over this action pursuant to Rule 4001 of the Federal Rules of Bankruptcy Procedure and, without limitation, §§ 105, 361 and 363 and 1101 et seq. of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq. (the “Code”).

4. Venue action is proper in this Court pursuant to 28 U.S.C. § 1409.

5. The Court may try this action to a conclusion and enter final orders under *Stern v. Marshall*, 131 S. Ct. 2594 (U.S. 2011).

FACTUAL BACKGROUND

The identity and background of the Debtor and Debtor in Possession.

6. Krisu constructed, and owns and operates, the LaQuinta Inn & Suites Hotel in Pampa, Texas.

The Commencement of the Bankruptcy Case.

7. On November 4, 2019, Krisu commenced the above-captioned Chapter 11 case by filing a voluntary petition.

8. The factors leading to the commencement of this case include the (1) lingering effects of replacement of the original general contractor and delayed opening of the hotel, (2) changes in the Choice-Wyndham reservations and payment system which interrupted receipts on corporate accounts, and (3) difficult economic conditions in the rural Texas Panhandle resulting from fluctuations in the energy industry.

Factual background in support of the relief requested.

9. Krisu requires immediate access to cash collateral in order to pay the expenses of operating the hotel, including the payment of wages, utilities, and consumables used in at the hotel.

10. A proposed interim budget for the period of November 4, 2019 through December 15, 2019 (the "Budget"). See Exhibit 001.

11. Centennial Bank, ("Centennial"), and Panhandle Regional Economic Development Counsel ("PREDC", and together with Centennial, the "Lender" or collectively the "Lenders") appear to be the relevant prepetition lienholder with respect to cash collateral. See Exhibit 002.

12. Krisu seeks authority to use cash collateral consistent with the Budget and the accompanying proposed Interim Order pending a final hearing and the entry of a Final Order authorizing the use of cash collateral. (The Debtor will submit a budget through February 29, 2020 prior to the hearing to consider the Final Order).

RELIEF REQUESTED

13. Pursuant to Code §§ 105, 361, and 363 the Debtor respectfully requests an expedited hearing on this Motion and entry of interim and final orders granting authorization on an interim basis to use cash collateral from November 7, 2019 through and until December 15, 2019, and final authorization to use cash collateral from December 15, 2019 through and until February 29, 2020, without prejudice to subsequent extensions.

14. A proposed form of interim cash collateral order is attached hereto and incorporated by reference herein.

BASIS OF RELIEF

15. Krisu requires immediate access to cash collateral in order to pay the expenses of operating the hotel, including the payment of wages, utilities, and consumables used in at the hotel.

16. Use of cash collateral will ensure the continued, uninterrupted operation of the hotel, and thus the preservation of the value of the hotel for the benefit of this case and its creditors.

17. Centennial and PERDC shall be adequately protected in the use of cash collateral by Krisu by the granting of replacement liens against the property of the estate coextensive with the prepetition liens of the lenders, and with the super priority under Code § 361(2) as set forth in the proposed Interim Order.

RESERVATION OF RIGHTS

18. Krisu reserves the right to amend and/or supplement this Motion prior to any hearing, including particularly with respect to the proposed interim budget, Exhibit 001.

NOTICE

19. Krisu through the undersigned counsel has provided notice of this Motion to Use Cash Collateral and the related request for an expedited hearing to the parties entitled to notice under L.B.R. 9007-1(b) and by electronic means where available.

20. As indicated below, a Certificate of Service separate from this Motion to Use Cash Collateral will be filed.

CONCLUSION AND PRAYER

WHEREFORE, Krisu Hospitality, LLC, Debtor and Debtor in Possession, respectfully requests that an expedited hearing be held on this Motion and that the Court immediately grant the Debtor's interim use of cash collateral according to the budget, Exhibit 001, and set a final hearing to consider the entry of a final cash collateral order for the period of November 4, 2019 through December 15, 2019 without prejudice to subsequent extensions. The Debtor further requests such other and further relief to which the Debtor is entitled at law or in equity.

Dated: November 5, 2019

Respectfully submitted:

SWINDELL LAW FIRM

By: /s/ Patrick A. Swindell

Patrick A. Swindell

State Bar No. 19587450

106 SW 7th Ave.

Amarillo, TX 79101

(806) 374-7979

(806) 374-1991 FAX

E-mail: pat@swindellandassociates.com

PROPOSED ATTORNEYS FOR KRISU
HOSPITALITY, LLC , DEBTOR AND DEBTOR IN
POSSESSION

CERTIFICATE OF SERVICE

A separate Certificate of Service will be filed.

/s/ Patrick A. Swindell

Patrick A. Swindell

EXHIBIT 001

[CASH COLLATERAL BUDGET]

EXHIBIT 001												
4 Week Budget												
Kitsu Hospitality												
Date 11/5/2019												

EXHIBIT 002

11/3/2019

Order Menu

TEXAS SECRETARY of STATE
RUTH R. HUGHS**Debtor Name Search**

This debtor name search was performed on 11/03/2019 03:40 PM with the following search parameters:

DEBTOR NAME: KRISU HOSPITALITY**CITY: [Not Specified]**

<u>Order</u>	<u>View</u>	<u>Filing Number</u>	<u>Filing Type</u>	<u>Filing Date</u>	<u>Pages</u>	<u>Lapse Date</u>
<input type="checkbox"/>		14-0025690178	Financing Statement	08/11/2014 05:00 PM	3	08/12/2024
<input type="checkbox"/>		19-00052517	Continuation	02/12/2019 03:46 PM	1	n/a
Debtor		KRISU HOSPITALITY, LLC		#6 SHINNECOCK AMARILLO, TX, 79022		
Secured Party		CENTENNIAL BANK, A TEXAS STATE BANKING ASSOCIATION		7207 82ND STREET LUBBOCK, TX, 79424		

<u>Order</u>	<u>View</u>	<u>Filing Number</u>	<u>Filing Type</u>	<u>Filing Date</u>	<u>Pages</u>	<u>Lapse Date</u>
<input type="checkbox"/>		17-0019263514	Financing Statement	06/06/2017 02:16 PM	1	06/06/2022
<input type="checkbox"/>		17-00193610	Assignment	06/07/2017 08:58 AM	1	n/a
Debtor		KRISU HOSPITALITY, LLC		6 SHINNECOCK DRIVE AMARILLO, TX, 79124		
Secured Party		TEXAS PANHANDLE REGIONAL DEVELOPMENT CORPORATION		801 S FILLMORE SUITE 205 AMARILLO, TX, 79101		
Secured Party		U.S SMALL BUSINESS ADMINISTRATION		1205 TEXAS AVENUE - ROOM 408 LUBBOCK, TX, 79401		

Select All Filings

Order Selected Filings

Order Certificate

New Search

Instructions

- Press 'New Search' if you wish to perform another web inquiry.
- Press 'Previous' or 'Next' to scroll through the results of this inquiry.
- Enter the page number and click 'GO' button to view the desired page.
- Press 'Order Search Certificate' if you wish to order a search certificate with the parameters entered for this web inquiry.
- If you wish to order only selected filings for this debtor, check by the filings and press 'Order Selected Filings'.
- Checked filings will be retained from page to page as you scroll through the results of this inquiry.
- If an order for a search certificate or selected filings is placed against this web inquiry, the web inquiry fee will be waived.
- Check 'Select All Filings' and press 'Order Selected Filings' if you wish to order copies of all filings and full filing history for the results of this web inquiry.
- To view a particular filing document, click on the image under 'View' for the desired document.

EXHIBIT 002**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS:

A. NAME & PHONE OF CONTACT AT FILER (optional) Christopher W. Coke (806) 472-5419
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Centennial Bank 7207 82nd Street Lubbock, Texas 79424

RECEIVED
156 11 2014
CLK 78

14-0025690178**08/11/2014 05:00 PM****FILED**TEXAS
SECRETARY OF STATE**560423650002**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 1c of the Financing Statement Addendum (Form UCC1Ad).

1a. ORGANIZATION'S NAME KRISU HOSPITALITY, LLC			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) (INITIAL(S)) SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY
#6 SHINNECOCK	AMARILLO	TX	79022 USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the individual Debtor information in item 2c of the Financing Statement Addendum (Form UCC1Ad).

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) (INITIAL(S)) SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE or ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME CENTENNIAL BANK, A TEXAS STATE BANKING ASSOCIATION			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S) (INITIAL(S)) SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY
7207 82nd Street	Lubbock	TX	79424 USA

4. COLLATERAL: This financing statement covers the following collateral:

See Exhibit A attached hereto.

5. Check only if applicable and check only one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check only if applicable and check only one box: <input type="checkbox"/> Public Finance Transaction <input type="checkbox"/> Manufactured Home Transaction <input type="checkbox"/> A Debtor is a Transacting Utility <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
6b. Check only if applicable and check only one box: <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailor/Bailee <input type="checkbox"/> Licensee/Licensor	
7. ALTERNATIVE DESIGNATION (if applicable):	
8. OPTIONAL FILER REFERENCE DATA: CB: X Christopher Coke	

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/2011)

International Association of Commercial Administrators (IACA)

EXHIBIT 002

EXHIBIT "A"

UNIFORM COMMERCIAL CODE FINANCING STATEMENT

DEBTOR: Krisu Hospitality, LLC, a Texas limited liability company

SECURED PARTY: Centennial Bank, a Texas state banking association
7207 82nd Street
Lubbock, Texas 79424

Description of Collateral:

1. The premises described as:

All of Lot Two (2) of the United Subdivision in the Northwest Quarter (NW/4) of the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section 101, Block 3, J&GN Ry. Co. Survey, in the City of Pampa, Gray County, Texas, according to the map or plat of said Subdivision on file in the office of the County Clerk of Gray County, Texas;

together with all of the easements, rights of way, privileges, liberties, hereditaments, strips and gores, streets, alleys, passages, ways, waters, watercourses, rights and appurtenances thereunto belonging or appertaining, and all of the estate, right, tide, interest, claim or demand whatsoever of Debtor therein and in the streets and ways adjacent thereto, either in law or in equity (collectively, the "Land"); (i) all buildings, structures, and other improvements now or hereafter situated or to be situated on the Land (the "Improvements"); and (ii) all right, title and interest of Debtor in and to (1) all streets, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to the Land or the Improvements; (2) any strips or gores between or among the Land and abutting or adjacent properties; and (3) all water and water rights, timber, crops and mineral interests on or pertaining to the Land (the Land, Improvements and other rights, titles and interests referred to in this clause (a) sometimes collectively called the "Premises"); (b) all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies, and articles of personal property, of every kind and character, now owned or hereafter acquired by Debtor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or useful to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing (the properties referred to in this clause (b) sometimes collectively called the "Accessories", all of which are hereby declared to be permanent accessions to the Land); (c) all (i) of Debtor's assignable rights in and to all plans and specifications for the Improvements, and any and all changes thereto; (ii) Debtor's rights, but not liability for any breach by Debtor, under all commitments (including any commitment for financing to pay any of the Indebtedness (as defined below), insurance policies, architectural, engineering, construction, management, leasing, and other contracts, including any property management agreement (when signed) and any post-closing rights under the contract or contracts pursuant to which Debtor acquired the Land, and general intangibles (including but not limited to trademarks, trade names and symbols) related to the Premises or the Accessories or the design, construction, use or operation thereof;

EXHIBIT 002

(iii) deposits (including Debtor's rights in tenants' security deposits, deposits with respect to utility services to the Premises, and any deposits or reserves under any Loan Instrument for taxes, insurance or otherwise), money, accounts, instruments, documents, notes and chattel paper arising from or by virtue of any transactions related to the Premises or the Accessories together with any and all tax and/or insurance escrow accounts and/or reserve accounts required under the provisions of any of the Loan Instruments; (iv) permits, licenses, franchises, certificates, certificates of occupancy, development rights, commitments and rights for utilities, wells, septic systems and other rights and privileges obtained in connection with the Premises or the Accessories; (v) leases, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Premises and the Accessories; (vi) oil, gas and other hydrocarbons and other minerals produced from or allocated to the Land and all products processed or obtained therefrom, and the proceeds thereof; (vii) engineering, accounting, title, legal, and other technical or business data concerning the Mortgaged Property (as defined below) which are in the possession of Debtor or in which Debtor can otherwise grant a security interest; and (viii) development fees, sales commissions and leasing commissions; and (d) all (i) proceeds of or arising from the properties, rights, titles and interests referred to above, including but not limited to proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance relating thereto (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by eminent domain or transfer in lieu thereof for public or quasi-public use under any Law, and proceeds arising out of any damage thereto; and (ii) other interests of every kind and character which Debtor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above and all property used or useful in connection therewith, including but not limited to rights of ingress and egress and remainders, reversions and reversionary rights or interests; and if the estate of Debtor in any of the property referred to above is a leasehold estate (the "Leasehold Estate"), this conveyance shall include, and the lien created hereby shall encumber and extend to, all other or additional title, estates, interests or rights which are now owned or may hereafter be acquired by Debtor in or to the property demised under the lease creating the leasehold estate. The above described property is collectively referred to herein as the "Mortgaged Property." Any and all proceeds of every kind or character now owned or hereafter arising from or by virtue of any of the Property herein described, and all replacements, substitutions, or accessions to any of the above.

Dated: July 31, 2014.

Centennial Bank, a Texas state banking association

By: 

Christopher W. Coke, Senior Vice
President

EXHIBIT 002

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Centennial Bank 806-775-8138
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Centennial Bank 904 Ave O Lubbock, TX 79401 USA

FILING NUMBER: 19-00052517
FILING DATE: 02/12/2019 03:46 PM
DOCUMENT NUMBER: 667871460002
FILED: Texas Secretary of State
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1a. **INITIAL FINANCING STATEMENT FILING NUMBER**
14-0025690178

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (for recording) in the REAL ESTATE RECORDS. (For effect, An amendment Addendum (Form UCC9AD) and provide Debtor's name in item 11)

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ **ASSIGNMENT:** (Full or partial.) Provide name of Assignee in item 7a or 7b and address of Assignee in item 7c and also name of Assignor in item 9. For partial assignment, complete item 7 and provide a written assignment of the interest in item 5.

4. ☒ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5. ☐ **PARTY INFORMATION CHANGE:**
Check one of these two boxes. This Change affects ☐ Debtor or ☐ Secured Party of record. AND Check one of these three boxes to:
☐ CHANGE name and/or address. Complete item 6a or 6b, and item 7a or 7b and item 7c. ☐ ADD name. Complete item 7a or 7b. ☐ DELETE name. Give record name to be deleted in item 6a or 6b.

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b).
 6a. ORGANIZATION'S NAME
 OR
 6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) INITIAL(S) SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) use exact full name, do not omit, modify, or abbreviate any part of the last name.
 7a. ORGANIZATION'S NAME
 OR
 7b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
 Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment).
 This is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor.
 9a. ORGANIZATION'S NAME
 OR
 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) INITIAL(S) SUFFIX
CENTENNIAL BANK, A TEXAS STATE BANKING ASSOCIATION

10. **OPTIONAL FILER REFERENCE DATA:**
KRISU HOSPITAL - BJP

FILING OFFICE COPY

EXHIBIT 002**UCC FINANCING STATEMENT****FOLLOW INSTRUCTIONS**

A. NAME & PHONE OF CONTACT AT FILER (optional) Sell Griffin McLain PC 8063743765
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Sell Griffin McLain PC 504 South Potk Suite 101 Amarillo, TX 79101 USA

FILING NUMBER: 17-0019263514**FILING DATE: 06/06/2017 02:16 PM****DOCUMENT NUMBER: 742607060002****FILED: Texas Secretary of State****IMAGE GENERATED ELECTRONICALLY FOR WEB FILING****THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

1. DEBTOR'S NAME - Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

1a. ORGANIZATION'S NAME

Krisn Hospitality, LLC

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

6 Shinnecock Drive

CITY

Amarillo

STATE

TX

POSTAL CODE

79124

COUNTRY

USA

2. DEBTOR'S NAME - Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) - Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME

Texas Panhandle Regional Development Corporation

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS

801 S Fillmore, Suite 205

CITY

Amarillo

STATE

TX

POSTAL CODE

79101

COUNTRY

USA

4. COLLATERAL - This financing statement covers the following collateral:
All Equipment, Fixtures, and Furniture used in the operation of La Quinta Inn & Suites located at 500 West Harvester Avenue, Pampa, Gray County, Texas, whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance and account proceeds).

5. Check only if applicable and check only one box: ☐ Constituted ☐ held in a Trust (see UCC199, item 12 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction☐ Manufactured-House Transaction☐ A Debtor is a Transferring Utility☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable)

☐ Lessee/Lessor☐ Consignee/Consignor☐ Seller/Buyer☐ Bailor/Belior☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA

SBA 69697050-01

FILING OFFICE COPY

EXHIBIT 002

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Sell Griffin McLain PC 8063743765
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Sell Griffin McLain PC 504 South Polk Suite 101 Amarillo, TX 79101 USA

FILING NUMBER: 17-00193610
FILING DATE: 06/07/2017 08:58 AM
DOCUMENT NUMBER: 742754240002
FILED: Texas Secretary of State
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1. INITIAL FINANCING STATEMENT FILING NUMBER: **17-0019263514**

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated as to the security interest(s) of the secured party authorizing this termination statement.

3. ☒ **ASSIGNMENT:** (Full or partial) Provide name of assignee in item 7a or 7b and address of assignee in item 7c and also name of Assignor in item 9. For partial assignment, complete item 7 and 9 and also indicate affected collateral in item 8.

4. ☐ **CONTINUATION:** Check version of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional goods provided by and to the new.

5. ☐ **PARTY INFORMATION CHANGE:**
 Check one of these two boxes: This Change affects ☐ Debtor or ☐ Secured Party of record. AND Check one of these three boxes to:
☐ **CHANGE** name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c. ☐ **ADD** name: Complete item 7a or 7b. ☐ **DELETE** name: Give record name to be deleted in item 6a or 6b.

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change. Provide only one name (6a or 6b).
 6a. ORGANIZATION'S NAME
 OR
 6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) INITIAL(S) SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change. Provide only appropriate (7a or 7b) one space, full name; do not omit, modify, or abbreviate any part of the Debtor's name.
 7a. ORGANIZATION'S NAME
U.S.Small Business Administration
 OR
 7b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) INITIAL(S) SUFFIX

8. **MAILING ADDRESS:** CITY STATE POSTAL CODE COUNTRY
1205 Texas Avenue - Room Lubbock TX 79401 USA
408

8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
 Provide collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (Name of Assignor, if this is an Assignment).
 This is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor:
 9a. ORGANIZATION'S NAME
Texas Panhandle Regional Development Corporation
 OR
 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) INITIAL(S) SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**
SBA 69697050-01

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